

“Total Transformation” Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING. Odds of winning will depend on the number of eligible entries received.

ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. FAILURE TO COMPLETE THE APPLICATION AND PROVIDE TRUTHFUL AND PERTINENT INFORMATION MAY RESULT IN DISQUALIFICATION FROM THE SWEEPSTAKES. DISQUALIFICATION IS IN THE SOLE DISCRETION OF KSTU FOX 13 AND/OR TRIBUNE BROADCASTING COMPANY, LLC.

KSTU FOX 13 will conduct the “Total Transformation” Sweepstakes (“Sweepstakes”) substantially as described in these Official Rules (“Rules”). Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of, these Rules. This Sweepstakes may be temporarily postponed or discontinued at any time without prior notice. All rights reserved.

1. Eligibility: Entrants must be legal US residents, at least 18 years old or above, as determined by KSTU and reside in the KSTU viewing area. Employees of KSTU, LLC, Tribune Broadcasting Company, LLC, employees of other television or radio stations or cable television systems, and members of the immediate families (spouse, children, parents, grandparents and grandchildren living in the same household) of any of these persons, are not eligible to enter or win, and will be disqualified.

2. Sweepstakes Period: The Sweepstakes begins on May 9, 2018 at 9:00 a.m. MST and ends on May 23, 2018 at 9:00 a.m. MST. Sponsor reserves the right to shorten or extend the Sweepstakes Period.

3. Sweepstakes Entry: To enter the Sweepstakes, viewers will go to www.fox13now.com and click on the contest page. Once there, click on the “Total Transformation” Sweepstakes by Total Health and Fitness banner. Fill out the entry form completely and click on submit. All entries become the property of KSTU and will not be returned. No purchase is necessary to enter. Incomplete entries will be disqualified. Entrants may be required to become registered users of the website and may not enter the Sweepstakes more than once. Multiple entries by means of software-generated or other automated processes will be disregarded. Only one prize per person, household, or email address allowed. Duplicate entries will not be accepted.

4. Prize: Two winners will be selected to take part in a 12-week program to show the *amazing lifestyle changes that we can inspire. These two candidates will receive a free program (valued at \$1,750), which will include the following services:*

- *Weekly consultation with a professional nutritionist*
- *Weekly customized nutrition plan*
- *Weekly customized exercise program*
- *Weekly body composition analysis*
- *Two personal training sessions per week*

It is important that the candidate is able to travel to the Total Health and Fitness Draper or Centerville facility at least two times per week for the duration of the 12-week program. As with all Total Health and Fitness programs, contest winners will be provided with a customized menu and workout plan created with their schedule and preferences in mind. However, the winner MUST be willing to adhere strictly to the program in order to show the power and effectiveness of compliance to a properly designed program. It is also very important that the candidate is comfortable with their

story and journey being shared publicly. This experience will be filmed, documented and shared through the media channels of FOX 13 (television, website, social media, etc.).

Value: **\$1750**

5. Selection of Winner: Sponsor will select finalist based on the entry answers and notify finalists by phone after 9:00 a.m. MST on May 23, 2018. Following a phone interview and in-person meeting with finalists, two winners will be selected. Potential winners must have a valid email address and/or phone number where they can be notified. If a potential winner is unreachable after two (2) days, or if that winner is unavailable for prize fulfillment, Sponsor reserves the right to award the prize to another winner. If Sponsor cannot find an eligible winner for the prize, that prize will not be awarded. All results are unofficial until winners are verified.

6. Prize Acceptance/Restrictions: Only one (1) winner per household. Winners are subject to verification by KSTU FOX 13 of the winner's name, age, address, phone number (and Social Security number where the prize value is equal to or greater than \$600.00). In order to claim his or her prize, each winner must appear in person at the business offices of KSTU FOX 13, located at 5020 West Amelia Earhart Drive. Winners will be required to sign an Affidavit of Eligibility/Release of Liability and Publicity, and may be required to provide a completed W-9, per Section 9 below. Failure to do so will disqualify the winner. No entries from individuals under the age of 18 will be accepted. If a winner is disqualified, Sponsor reserves the right to determine an alternate winner or to not award that winner's prize at all. Prizes cannot be redeemed for cash or substituted for any other items by any winner. Prizes are non-assignable and non-transferrable. Sponsor reserves the right to substitute a comparable prize of like or greater value, including cash, for any prize, for any reason. Costs of transportation and accommodations, where applicable, and any other cost not specifically included in the prize are the sole responsibility of the winners.

7. Publicity Release: By participating in the Sweepstakes, each entrant acknowledges that his/her entry in the Sweepstakes constitutes that entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television or offline promotions), each winner's name, likeness, photograph, voice, opinions, and/or hometown and state, and any portion thereof, each extending throughout the universe and in perpetuity without further compensation, credit or right of review or approval, except where prohibited by law.

8. Telephone and Delivery Disclaimer: Sponsor disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond Sponsor's control, or otherwise. Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Sponsor is not responsible for mechanical, technical, computer, hardware or software errors, malfunctions, or failures of any kind, including but not limited to failed, incomplete, garbled, or delayed transmission of entries, traffic congestion, viruses, sabotage, satellite failures, electrical outages, on telephone lines, on the Internet, at any website, or application or lost or unavailable network connections or natural disasters or acts of God or man, which may limit an entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS SWEEPSTAKES, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND TO

DISQUALIFY ANY SUCH INDIVIDUAL FROM PARTICIPATION IN THE SWEEPSTAKES OR ANY OTHER SWEEPSTAKES.

9. Taxes: Any valuation of the prize(s) stated above is based on available information provided to KSTU FOX 13, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. All taxes, including federal, state, and local taxes, are the sole responsibility of the winner. Any person winning over \$600.00 in total prizes will receive a 1099 form from Sponsor at the end of the calendar year and a copy of such form should be filed with the IRS. Each winner must provide Sponsor with valid identification, and a valid taxpayer identification number or Social Security number for total prizes valued at \$600.00 or more, before any prize will be awarded. Sponsor shall have the right, but not the obligation, to require any winner to complete and submit an IRS form W-9. Sponsor reserves the right to withhold prizes until the completed W-9 form is received.

10. Conditions: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Rules, (c) the Sweepstakes becomes corrupted due to interruption in wireless calling devices or wireless service for any reason, or (d) the Sweepstakes is otherwise not capable of running as planned. By entering, entrants represent that they are eligible and agree to be bound by and comply with the Rules and the decisions of any judges, which are final on all matters pertaining to the Sweepstakes. Any entrant who attempts to tamper with this Sweepstakes in any way or use fraudulent means to participate in and/or win the Sweepstakes shall be disqualified. Sponsor reserves the right to disqualify any entrant at any time, for any reason, including, without limitation, language, activities or behavior deemed inappropriate. Sponsor and their advertising and promotion agencies are not responsible for cancellations, postponements, or delays. Other than the prizes received by the winner, no entrant shall be entitled to receive any wages, benefits, fees or other compensation whatsoever as a result of participating in the Sweepstakes. Sponsor shall have the sole discretion to administer the Sweepstakes and interpret and apply the Rules. This Sweepstakes is not intended for gambling. If Sponsor determines that an entrant is using the Sweepstakes for gambling purposes, such entrant may be disqualified and reported to the authorities.

11. Indemnification/Hold Harmless: By participating, entrants agree: (a) to the Rules and decisions of Sponsor, which shall be final in all respects; (b) to release, discharge, and hold harmless KSTU FOX 13, Tribune Broadcasting Company, LLC, and their respective affiliates, parents, subsidiaries, advertising and promotion agencies, officers, directors, employees, representatives, and agents (the "Released Parties") from all liability, injuries, losses or damages of any kind to persons, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, death or property damage resulting in whole or in part, directly or indirectly, from the acceptance, delivery, possession, misuse or use of a prize (including any travel or activity related thereto), or from participation in and/or entry into or creation of an entry for the Sweepstakes and/or the broadcast or exploitation or use of entry or any other Sweepstakes-related activity; and (c) that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guaranty, expressed or implied, in fact or in law, relating to any prize. In consideration for his or her participation in the Sweepstakes, each entrant agrees to hold harmless and indemnify the Released Parties from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the entrant's participation in the Sweepstakes, including attorneys' fees.

12. Limitation of Liability: The Released Parties are not responsible or liable for: (i) any incorrect or inaccurate entry information or other errors in the printing, offering or administration of the Sweepstakes or in the announcement of the prize(s), (ii) any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling service, interrupted or unavailable network, server or other conditions, (iii) failure of any entry to be received by Sponsor due to technical problems, telephone service problems, human error, or wireless calling service, (iv) communication line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service, (v) damage to any computer (software or hardware) resulting from participation in the Sweepstakes, or damage to mobile phone or other PDA device, (vi) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, (vii) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof), or (viii) any change of email address, mailing address, telephone number and/or any other contact information provided by entrant. Any expenses incurred by the entrant during the application process, including but not limited to postage, are the sole responsibility of each entrant and the Sponsor will not issue reimbursement for any expenses.

UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, ATTORNEYS' FEES, OR ANY OTHER DAMAGES.

13. Official Rules: To request a copy of the Rules, send a self-addressed stamped envelope to: Total Transformation Sweepstakes Rules, C/O KSTU FOX 13, 5020 West Amelia Earhart Drive, by May 23, 2018. The rules are also available online at www.fox13now.com.

14. Names of Winners: For a list of prize winners, send a separate, self-addressed, stamped envelope to Total Transformation Sweepstakes Rules, C/O KSTU FOX 13, 5020 West Amelia Earhart Drive, or appear in person at that location between normal business hours. Requests must be received by June 9, 2018.

15. Sponsor: Total Health and Fitness and KSTU FOX 13